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PRO SE PRISONER PLAINTIFF

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PRO SE OFFICE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEHDI GABAYZADEH
Acting to impose the
Constructive Trust Fiduciary
Relationship for his family
members that paid all of the
Defendants and under COURT
ORDERED restitution and fine
judgments settled law \$200
million judgments
PRO SE PRISONER PLAINTIFF

VS.

BENJAMIN BRAFMAN, BRAFMAN &
ROSS, P.C., BRAFMAN &
ASSOCIATES, P.C.
DEFENDANTS

> CIVIL CASE NUMBER 09 CV 4095

> JUDGE CROTTY

> MAGISTRATE JUDGE
> JAMES C. FRANCIS IV

MOTION FOR PARTIAL SUMMARY JUDGMENT UNDER FEDERAL CIVIL RULE 56(a)
BY THE PLAINTIFF, THAT WILL ESTABLISH THE FEDERAL LAW IN THIS ACTION
IN THE DEFENDANT(S) FRAUD IN THE INDUCEMENT IN VIOLATION OF THE NEW
YORK LAWYER'S CANON(S) IN ETHICAL CONSIDERATION, SUPPORTED BY THE
DEFENDANT(S) BAD FAITH FILING ON FEBRUARY 12, 2010 IN THE
DEFENDANT(S) MOTION TO DISMISS THE FIRST AMENDED COMPLAINT
WITH THE DEFENDANTS BAD FAITH INCONCEIVABLE BILLING FRAUD

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DECLARATION AND AFFIRMATION

1. Mehdi Gabayzadeh, Pro-se Plaintiff Prisoner hereinafter Plaintiff, declares and affirms under the penalty of perjury 28 U.S.C. §1746 that this filing is true.

MOTION FOR PARTIAL SUMMARY JUDGMENT FEDERAL CIVIL RULE 56(a) BY THE PLAINTIFF CONSOLIDATED STATEMENT OF FACTS AND ARGUMENT FILED BY THE PRO-SE PLAINTIFF PRISONER UNDER THE MANDATED LIBERAL COURT

REVIEW AND CONSIDERATION

2. The Court must consider and review of this Pro-se Plaintiff pleading liberally and held to a less stringent standard, than formal pleadings drafted by lawyers. Haines v. Kerner, 30 L.Ed.2d 652 (1992); Boag v. McDougal, 70 L.Ed.2d 551 (1982); Boguslauskys v. Kaplan, 159 F.3d 715 (2nd Cir. 1998; and Green v. U.S.A., 260 F.3d 78 (2nd Cir. 2001).

PENDING PLAINTIFF COMPLAINT UNDER JUDICIAL MISCONDUCT BY THE MAGISTRATE JUDGE JAMES C. FRANCIS IV AND THE DEFENDANT BEN BRAFMAN UNLAWFUL MISCONDUCT IN THE RULING(S) IN THIS ACTION

3. The Chief Judge S.D.N.Y. Loretta A. Preska has a number of the Plaintiff's filed motions, that are not docketed to date, showing judicial misconduct.
4. Each above motion charged both the Magistrate Judge James C. Francis IV, with the Defendant Ben Brafman, acting in violation of federal law, in this action. U.S. v. Podell, 572 F.2d 31 (2nd Cir. 1978) under 28 U.S.C. §372(c)(1)(2)(3)(4) et al..

5. Defendants bad faith pleading under date of February 12, 2010 makes reckless patently frivolous claims that should be reviewed in support in the above pending motions for judicial misconduct.
6. Said bad faith pleading states:
 - (A) Defendant bad faith professional credentials in representation of corporate executives in securities and bankruptcy accounting fraud criminal matters, are frivolous at page 6, February 12, 2010 bad faith filing.
 - (B) Defendant claims their representation in the Plaintiff's criminal case had to be viewed by this Court as Narrow Representation. Page 7, February 12, 2010 bad faith filing.
 - (C) Defendant claims that ATI or any other related corporate entity had no defendant professional credential requirement, under the DOJ investigation in S.E.C., Corporate Bankruptcy Accounting Fraud, targeting the Plaintiff. The Defendants bad faith February 12, 2010 filing at page 7 covered up the Plaintiff's retention of the Defendant, in the Executive CEO and President Plaintiff's Billion Dollar ATI Corporations.
 - (D) The Defendant February 12, 2010 bad faith filing, sets the table for the instant motion for partial summary judgment, Federal Civil Rule 52(a) by the Plaintiff.

**MOTION FOR PARTIAL SUMMARY JUDGMENT REQUIRED TO ESTABLISH THE
SETTLED LAW IN THIS ACTION IN EACH OF THE PLAINTIFF'S LITIGATION
CLAIM(S) AGAINST THE DEFENDANT**

7. Fraud in the inducement, in the Defendants contract fraud; must be the ordered by this Court, as the ground in settled law against the Defendant.
- (A) Defendant(s) violations in the New York Lawyer's canon(s), in ethical consideration, attached in the Plaintiff's complaint fraud allegations, must be ordered by this Court as settled law, in this action, in the fraud in the inducement, and related fraud charged overt act(s) against the Defendant.
- (B) This Court must decide the question, in the Defendants bad faith February 12, 2010 pleading, that the Defendant had no profession credential expertise, required in the Plaintiff's criminal executive capacity as C.E.O. and President of the ATI Billion Dollar Corporations, Employment.
- (C) The Defendant February 12, 2010 pleading make(s) a sham, in the Defendants mandatory expertise, in representing the Plaintiff as the Executive C.E.O. and President in the Billion Dollar Corporation(s).

**COURT MUST DECIDE THAT THE DEFENDANT HAD TO HAVE THE MANDATORY
PROFESSIONAL CREDITIALS IN REPRESENTING THE PLAINTIFF AS THE C.E.O.
AND PRESIDENT IN THE BILLION DOLLAR CORPORATIONS, FRAUDULENT S.E.C.
ACCOUNTING, BANKRUPTCY, WALL STREET CAPITAL MARKETS COMPLEX PUBLIC**

CORPORATION FRAUD ACCOUNTING ISSUE(S), INCLUDING DEFENDANTS NO EXPERTISE IN PUBLIC SECURITIES OFFERING(S) FINANCIAL STATEMENTS, UNIFORM COMMERCIAL CODE FOR BILLION DOLLAR CORPORATIONS, SECURITIES ACT OF 1933 WITH THE PLAINTIFF'S SALE(S) OF SECURITIES TO INSTITUTIONAL INVESTORS IN RELIANCE OF RULE 144A IN THE SECURITIES ACT REGULATION 5 IN SEC AUTHORITY WITH LAWS & REGULATIONS IN THE NATIONAL ASSOCIATION OF BROKER DEALERS, INCLUDING ALL CLAIMS IN THE FIRST AMENDED COMPLAINT PAGE(S) (15), (16), (17).

8. This Court must apply the New York Lawyer's Canon 6, ethical consideration, in EC6-1 in the Defendant(s) fraud act(s) in the first amended complaint in the following:

EC 6-1 Canon

Because of the lawyer's vital role in the legal process, the lawyer should act with competence and proper care in representing clients. The lawyer should strive to become and remain proficient in his or her practice and should accept employment only in matters to which he or she is or intends to become competent to handle.

9. The Defendants bad faith filed pleading under date February 12, 2010, makes patently frivolous reckless fact claims, in the above mandatory Canon requirement. See: The First Amended Complaint at Page(s) (15), (16), (17) in Exhibit 1 attached hereto, and in the following page(s) herein. The Defendant had no legal expertise in the first amended complaint charged

act(s) of fraud in the inducement by contract fraud in Exhibit 1 page(s) (15), (16), (17), First Amended Complaint.

10. The Defendant(s) motion to dismiss this action did not deny in any manner, that the Defendant had no legal expertise professional credentials in Exhibit 1, the first amended complaint, pages (15), (16) and (17).
11. The Defendant filed their bad faith February 12, 2010 motion to dismiss this action, in order to cover up, the Defendants fraud in Exhibit 1, first amended complaint fraudulent contract misrepresentations.
12. Said bad faith act(s) by the Defendant, did delay this lawsuit for some (7) seven months.

DEFENDANT DID VIOLATE CANON 6-2 IN THEIR EXHIBIT 1 COVER UP IN THE FIRST AMENDED COMPLAINT PAGE(S) (15), (16), (17) BY HAVING NO LEGAL

EXPERTISE, CAUSING FRAUD IN THE INDUCEMENT BY CONTRACT FRAUD

13. Defendants contract fraud and fraud in the inducement act(s), did violate Canon 6-2 in The New York Lawyers Ethical consideration, in the following:

Canon EC 6-2

A lawyer is aided in attaining and maintaining competence by keeping abreast of current legal literature and developments, participating in continuing legal education programs, concentrating in particular areas of the law, and by utilizing other available means. The lawyer has the additional ethical obligation to assist in improving the legal profession, and should do so by participating in bar activities intended to advance the quantity and standards of members of the profession. Of particular importance in the careful training of younger associates and the giving of sound guidance to all lawyers who consult the lawyer. In short, a lawyer should strive at all levels to aid the legal profession in advancing the highest possible standards of integrity and competence and personally to meet those standards.

14. This court must decide that the settled law in this case, demanded that the Defendant had to have, legal expertise professional credentials in Exhibit 1 pages (15), (16), (17) in the First Amended Complaint.

**THIS COURT MUST DECIDE THAT THE DEFENDANTS CONTRACT FRAUD IN FRAUD
IN THE INDUCEMENT MUST BE THE SETTLED LAW IN THIS ACTION**

15. This court must now decide that the Defendants contract fraud in fraud in the inducement must be the settled law in this action.
16. Under New York Law a claim of fraud in the inducement requires proof:
- (1)(A) That the Defendant made a representation;
 - (2)(B) As to a material fact;
 - (3)(C) Which was false;
 - (4)(D) And know to be false by the Defendant;
 - (5)(E) That the representation was made for the purpose of inducing the other party to rely upon it;
 - (6)(F) That the other party did rightfully did so rely in ignorance of its falsity;
 - (7)(G) to his injury.

Computerized Radiological Servs v. Syntex Corp, 786 F.2d 72 (2nd Cir. 1986), quoting Brown v. Lockwood, 76 A.D.2d, 721, 432 N.Y.S.2d 186, 193 (1980); See also: Furniture Consultants Inc. v. Datatel Minicomputer Co., No. 85 Civ. 8518 (RLC), 1986 WL 7792 at *6 (S.D.N.Y. July 10, 1986).

17. The Defendant fraud in the inducement in Exhibit 1, the First Amended Complaint, charged Defendants overt act(s) in fraud at fac pages (15), (16), (17), attacks the Defendant for having no professional credentials legal expertise in Exhibit 1A, the Billion Dollar ATI Executive CEO and President Plaintiff whereby the Defendant never represented any other C.E.O. and President in a Billion Dollar Corporation under DOJ Investigation.
- (A) Defendant is not a National Law Firm, he has no Wall Street Billion Dollar Corporation Executive C.E.O. or President legal training.
18. The First Amended Complaint charged the Defendant in overt acts in contract fraud, that is settled law in fraud in the inducement, in the first amended complaint, charged Defendants fraud misconduct in the following paragraphs.
19. FAC plain wording meeting the fraud pleading STANDARD at the following FAC page(s) and paragraph(s):
- page (2), paragraph (12)&(13); page (3) paragraph (15), (17), (18), (19); page (4), paragraph (22); page (5), paragraph (26); page (6), paragraph (34); pages (5), (7) and (8), paragraph (41); page (9) paragraph (50); page 10 first paragraph; page (10), paragraph (53), (54), (55) and (56); page (11), first paragraph; page (11), paragraph (59); page (12) contract date(s) fraud; page (12), paragraph (52), (63), (64) and (65); page (13), paragraph (66), (67), (68) and (69); page (14) paragraph (70), (71), (72), (73) and (74); entire page (15) shows the Defendant fraudulent Detrimental Reliance, same at entire page (16); same at entire page (17); page (18) first paragraph with paragraph(s) (79), (80) and (81); page (19), paragraph (82), (83), (84), (85) and

(86); page (20), paragraph (87), (88), (89), (90) and (91); page (21), paragraph (92), (93), (94) and (95); page (22), paragraph (96), paragraph (97) with Jennifer Liang memorandum(s) paragraph (98) at pages (21)&(22); page (23), paragraph (99), (100) and (101); page (24), paragraph (102) and (103(a)); page (25) paragraph (103(b)), (104), (105), (106) and (107); page (26), paragraph (108), (109) and (110), ongoing at page (27); page (27), paragraph (111), (112) and (113); page (28), paragraph (114), (115), (116) and (117), ongoing at page (29), top paragraph; page (29), paragraph (118) and (119), ongoing at the first paragraph at page (30); page (30), paragraph (120), (121) and (122); page (31), paragraph (123) and (124), that includes number(s) (1), (2), (3) and (4), at page (31); page (32), paragraph (125), (126), (127) and (128); page (33), paragraph (129), (130), (131), (132) and (133); page (34), paragraph (134), (135), (136) and (137); page (35), paragraph (138), (140) and (141); page (36), (142), (143), (144), (145) and (146); page (37), paragraph (147), sixty-three Plaintiff and Defendant meetings, showing (fraud), by the Defendant at page(s) (37), (38) and (39); page (40), paragraph (148), (149), (150), (151) and (152); page (41) paragraph (153) (154) and (155); page (42), paragraph (156), (157), (158), (159) and (159(a)); page (43), eight Defendant's contract fraud Exhibit(s), setting forth the Defendant contract fraud, eight dates; page (43), paragraph (160) and (161); page (44), paragraph (172); page (45), paragraph (173) and (174); entire page (45), including page (46), paragraph (175), (176), (177), (178) and (179); page (47), paragraph (180) and (181).

SETTLED LAW IN THIS ACTION SHOWING THE DEFENDANTS CONTRACT FRAUD,
FRAUD IN THE INDUCEMENT IN THE FIRST AMENDED COMPLAINT CAUSED BY
THE DEFENDANT NOT HAVING PROFESSIONAL CREDENTIALS LEGAL EXPERTISE
IN THE FIRST AMENDED COMPLAINT PAGES (15), (16) AND (17) WITH THE
ABOVE ADDITIONAL CHARGED FRAUD MISCONDUCT AGAINST THE DEFENDANT
BILLING FRAUD WHEREBY THE DEFENDANT DID NOT REPRESENT ANY EXECUTIVE
C.E.O. OR PRESIDENT IN ANY BILLION DOLLAR PUBLIC SECURIES

ISSUING CORPORATION

19A. The Defendants contract fraud, in fraud in the inducement,
set forth above shows prima facie evidence under New York
Law fraudulent inducement:

- (1) That the Defendant made a representation;
- (2) As to a material fact;
- (3) Which was false;
- (4) And know to be false by the Defendant;
- (5) That the representation was made for the purpose of
inducing the other party to rely upon it ;
- (6) That the other party rightfully did so rely;
- (7) In ignorance of its falsity; and
- (8) To his injury.

See the above authority case law after the on point fraud
in the inducement in this pleading.

20. The First Amended Complaint hereinafter FAC, charged the Defen-
dant in contract fraud in all of the above FAC cited fraud
attacks in saying;

MY DEGREE OF EXPERTISE AND IN HANDLING CASES OF THIS NATURE

21. The Defendant lied to the Plaintiff in the above fraudulent contract wording:

MY DEGREE OF EXPERTISE AND IN HANDLING CASES OF THIS NATURE

(A) The Defendant had no legal expertise professional credentials, in the FAC Exhibit 1 pages (15), (16) and (17) assisting any Executive C.E.O. or President, in said capacity.

**THIS COURT MUST DECIDE THAT THE DEFENDANT VIOLATED WELL SETTLED
LAW IN CONTRACT FRAUD, FRAUD IN THE INDUCEMENT CHARGED AGAINST THE
DEFENDANT IN THE FIRST AMENDED COMPLAINT FAC SET FORTH
IN THIS MOTION**

(1) Each following element prongs in well settled law, in the Defendants contract fraud, fraud in the inducement, were charged in repeated claim(s) of contract fraud, set forth above in the FAC.

**SETTLED LAW (8) EIGHT PRONG(S) IN THE DEFENDANTS FAC
CONTRACT FRAUD, FRAUD IN THE INDUCEMENT**

(A)(1) Defendant made a representation;

(A)(2) The Defendant prepared fraudulent contracts, and writings attached in the FAC, in Exhibits (1A), (2), (3), (4), (5), (6) and (7);

(A)(3) Defendant fraudulent representation joined in the

FAC Exhibit(s) (1A), (2), (3), (4), (5), (6) and (7), stated the false statement:

**MY DEGREE OF EXPERTISE AND EXPERIENCE IN
HANDLING CASES OF THIS NATURE**

(A4) The Plaintiff was the Executive C.E.O. and President in the Billion Dollar ATI Corporations, in Exhibit (1A) attached to the FAC.

(A5) Defendant fraudulent statement in the FAC pleading show(s):

**MY DEGRESS OF EXPERTISE AND EXPERIENCE IN
HANDLING CASES OF THIS NATURE**

See: FAC Exhibit 2 February 18, 2002 retainer agreement attached hereto at Exhibit 2.

(A6) Defendant above fraudulent representation are well charged in the FAC recorded in this pleading at the above listed paragraphs in the FAC.

(A7) Defendant had no legal expertise and experience, in page(s) (15), (16) and (17) in the FAC, attached hereto in Exhibit 1 in ever assistaing an Executive C.E.O. or President in a Billion Dollar Public Securities issuing corporation under DOJ Investigation.

(A8) The Defendants bad faith pleading, in the motion to dismiss this action, treat(s) this Plaintiff, as one of the

ATI Billion Dollar Corporation had faith, "ATI Truck Drivers", not as the DOJ investigation target Executive C.E.O. and President, in the ATI Billion Dollar Corporations. See: Exhibit 1A in the FAC.

(A9) Defendant bad faith pleading, in the motion to dismiss this action, claim(s) that the Defendant, had no legal requirement, in legal expertise in the Billion Dollar ATI Corporations, that is attached in the FAC, in Exhibit 1A.

(A10) This court must now decide if the Defendant did not, require the mandatory legal expertise and experience, in the FAC, page(s) (15), (16) and (17), Plaintiff's fraud claim(s), that are attached in this motion at Exhibit 1.

(A11) This case only charge(s), that the Plaintiff was the Billion Dollar ATI Corporation Executive C.E.O. and President, not one of the ATI Truck Drivers.

(A12) The Plaintiff's bad faith pleading, in the motion to dismiss this action, may reach the standard for, Federal Civil Rule 11 sanctions. See: Federal Civil Rule 11, (c) sanctions, (3) on the Courts initiative. See: Calloway v. Marvel Entertainment Group, 854 F.2d 1452 (2nd Cir. 1988).

(A13) The FAC at Exhibit 2, shows the Defendant, February 18, 2002 fraudulent retainer agreement, written to the Plaintiff, as the Billion Dollar ATI Corporation, Executive C.E.O., and President by the Defendant.

(A14) The FAC at Exhibit 2 show(s) the Defendant signed February 18, 2002 retainer agreement with the Plaintiff. Said fraudulent

retainer agreement is attached hereto in Exhibit 2.

(A15) The Defendants February 18, 2002 FAC Exhibit 2 fraudulent retainer agreement with the Plaintiff, that is attached in this motion, at Exhibit 2, make(s) the following Defendant fraudulent representation:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF THIS
NATURE AT PAGE 2 FIRST PARAGRAPH ATTACHED HERETO

(A16) The Defendants February 18, 2002 FAC Exhibit 2 fraudulent retainer agreement between the Plaintiff and Defendant at page 1 first paragraph state(s) the Defendants discernment of the Plaintiff;

You have been characterized as one of the principal "targets" of that investigation. The investigation, relates in part, to various financial relationships maintained by American Tissue Inc., a Company that you were formally associated with and the laSalle Bank. See: Exhibit 2 attached hereto.

(A17) The Plaintiff's First contract fraud retainer fee payment was made by wire to the Defendant, in the Exhibit 2 FAC February 18, 2002 fraudulent retainer agreement, on February 25, 2002 is in the amount of \$50,000.00, that is at Exhibit 8 in the FAC dated March 4, 2002 fee attached hereto in Exhibit 3.

(B18) The well settled law in contract fraud, fraud in the inducement Second Prong states the following:

AS TO A MATERIAL FACT

(B19) The Defendant material fact, fraud in the inducement in the FAC, Exhibit 2, attached hereto February 18, 2002 retainer agreement, states:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF
THIS NATURE

See: Exhibit 2 attached hereto.

(B20) Defendant concede(s) in their bad faith pleading, motion to dismiss this action, at page 6, February 12, 2010 reply, that the Defendants, were personal criminal counsel to the Plaintiff.

(B21) therein, at page 6 the Defendant material fact claims that the Plaintiff is bringing claim(s) in the FAC on behalf of a corporation.

(B22) Defendant bad faith pleading, in the motion to dismiss this action, concede(s), by delaying this action, now, for over (7) seven months, that the Defendant, had no legal expertise, in the FAC, pages (15), (16) and (17), in Exhibit 1 attached hereto. See: The Defendant February 12, 2010 Bad Faith Pleading at Page 6, Professional Credentials. That the Defendant did not have in assisting Executives, C.E.O. or President, in any Billion Dollar Corporation issuing Public Securities.

(B23) Defendant(s) above bad faith pleading, obstruct(s), impede(s) justice in this action, in the Defendant(s) contract retainer agreement(s), fraud, fraud in the inducement, in

the following Defendant(s) false retainer contract representation:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF
THIS NATURE

See: Exhibit 2 attached hereto, and in the FAC, Exhibit 2
February 18, 2002 fraudulent retainer agreement.

(B24) The Court has the Defendant, in their bad faith pleading,
motion to dismiss this action, under the improper purpose,
in the Defendant reckless cover up, by having no professional
credentials, legal expertise in the FAC at pages (15), (16)
and (17) Exhibit 1 attached hereto mandatory legal training
expertise to earn over One Million Dollars, in fee(s) defrauded
from the Plaintiff by the Defendant.

(B25) Exhibit 1 FAC at pages (15), (16) and (17) charge(s)
against the Defendant, having no legal expertise, is a plain
well supported fact. See: Exhibit 1 attached hereto.

(C26) The Third Prong in fraud in the inducement contract
fraud by the Defendant, under well settled law is: which was
false.

(B27) The 4th prong is, and known to be false by the Defendant,
under well settled contract fraud, fraud in the inducement
authority.

(E28) The 5th prong in the same settled law is: That the
representation was made for the purpose of inducing the other
party to rely upon it.

(F29) The 6th prong in the same settled law is: That the

other party rightfully did so rely.

(G30) The 7th prong in the same settled law is: In ignorance of its falsity.

(H31) The 8th prong in the same settled law is: To his injury.

ABOVE PLAINTIFF'S LETTER PARAGRAPH(S) SHOW THE WELL SETTLED LAW
FRAUD IN THE INDUCEMENT (8) EIGHT PRONG(S) DISCERNED BELOW
BY LETTER FOR EACH PRONG ELEMENT

A - prong 1, B - prong 2, C - prong 3, D - prong 4,

E - prong 5, F - prong 6, H - prong 7, I - prong 8.

See: Computerized Radio Logical Services vs. Syntex Corp.,

786 F.2d at page 76 under heading (2) CRS fraud claims, paragraph
(3) (2nd Cir. 1986).

See: Hoffenberg vs. Hoffman & Pollok, 248 F.Supp.2d at page
310 paragraph (6-7) (S.D.N.Y. 2003).

THE FAC DID CHARGE THE DEFENDANT IN CONTRACT FRAUDULENT INDUCEMENT
FRAUD AND DECEIT CONTRACT FRAUD

(2) The Defendant is charged in contract fraud in the FAC,
with the fraudulent retainer contract wording in the following:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF
THIS NATURE

(3) The FAC charged the Defendant with the above fraudulent
representation(s) at paragraphs 67, 68, 69, 70, 71, 72, 73,

74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88,
89, 90, 91, 92, 93, 94 95, 96, 97, 98, 99, 100, 101, 102,
103, 103(b), 104, 105, 106, 107, 108, 109, 110, 111, 112,
113, 114, 116, 117, 118, 119, 120, 121, 122, 123, 124, 130,
131, 132, 133, 134, 135, 136, 137, 138, 143, 144, 145, 146,
147, 148, 149, 150, 152, 153, 154, 155, 156, 159(A), 160,
161, 162, 163, 164, 165, 166, 167, 168 and 169.

DEFENDANT NEVER REPRESENTED ANY MAJOR ONE BILLION DOLLAR PUBLIC
SECURITIES ISSUING CORPORATION EXECUTIVES IN SECURITIES
BANKRUPTCY DOJ INVESTIGATION IN ANY BANKRUPTCY SECURITIES FRAUD
ACCOUNTING RELATED DOJ CRIMINAL INVESTIGATION(S) OF A BILLION
DOLLAR CORPORATION C.E.O. OR PRESIDENT EXECUTIVE SUCH AS THE
PLAINTIFF WHEREBY THE DEFENDANTS FRAUD IS INCONCEIVABLE TO
CONSIDER THE DEFENDANT AS A NATIONAL LAW FIRM IN CRIMINAL PUBLIC
CORPORATION MAJOR EXECUTIVE CRIMES

2. Defendant filed their bad faith motion to dismiss this
action, in order to manipulate, misinform, mischaracterize,
undermine, distort, the judicial consideration, in the fully
briefed motion to dismiss this action.

3. Defendant had no legal expertise, in representing any
other billion dollar public securities issuing corporation,
Executive C.E.O. or President such as the Plaintiff.

(A) The Defendant had no factual support in legal expertise,
to represent this Plaintiff.

4. Defendant fabricated their bad faith motion to dismiss

this action, in order to cover up, by bad faith the plain supported fact, that the Defendant had no mandatory legal expertise, required to represent this Executive C.E.O., President, Plaintiff, in the billion dollar securities bankruptcy accounting DOJ criminal case investigation. See: Exhibit 1 the FAC pages (15), (16) and (17) demanding expertise.

BILLING FRAUD, ADVANCE FEE FRAUD, ACTUAL BILLING FRAUD, BY THE DEFENDANTS FRAUDULENT CONVEYANCE IN SOME ONE MILLION DOLLARS OF LEGAL FEE(S) DEFRAUDED FROM THE PLAINTIFF BY THE DEFENDANTS FRAUD INCONCEIVABLE BAD FAITH IN TAKING FEES TO REPRESENT THE PLAINTIFF
WITHOUT THE MANDATORY LEGAL EXPERTISE

5. Defendant acted by fraudulent conveyance, bad faith in some One Million Dollars of fee(s) defrauded from the Plaintiff, under no consideration. Plaintiff paid the Defendant under the Defendants above heading in fraud act(s) bad faith some One Million Dollars, with no Defendant consideration.

Defrauded fee payments from the Plaintiff by the Defendant.

6. Defendant had no legal expertise, that was mandatory, in consideration, for the some One Million Dollars paid to the Defendant. Inconceivable Defendant bad faith in taking the unearned fee of One Million Dollars.

7. Defendant had no basis, to deposit the some One Million Dollars, from the Plaintiff, in clearly erroneous bad faith fees in the Defendants flawed legal expertise.

8. Defendant provided no consideration, to the Plaintiff, for

the some One Million Dollars defrauded fees by the Defendant from the Plaintiff.

Court must decide the consideration legal principle by the Defendant required for the Plaintiff in the some One Million Dollars in defrauded legal fee payments whereby the Defendant had no such mandatory legal expertise.

9. Court must settle the question in consideration, provided by the Defendant to the Plaintiff, for some One Million Dollars in fee payments. Garcia v. Teitler, 443 F.3d at 213 (2nd Cir. 2006).

10. Defendant bad faith motion to dismiss this action, shows, that the Defendant had no legal expertise, in Exhibit 1 attached hereto, the FAC, at pages (15), (16) and (17).

11. Defendants retainer agreement fraudulent contract, in Exhibit 2, attached hereto, caused the Defendants, fraud in the inducement, that had no consideration, for the some One Million Dollars, defrauded fees by the Defendant, in unjust enrichment, harming the Plaintiff. Garcia v. Teitler, 443 F.3d at 213 (2nd Cir. 2006).

**FRAUDULENT DEFENDANT LEGAL BILLING IN SOME ONE MILLION DOLLARS OF
UNSUPPORTED FABRICATED DEFENDANT FEES WITH NO FACTURAL SUPPORTED
TIME SHEET DISCERNMENT**

12. Garcia v. Teitler, 4443 F.3d 202 (2nd Cir. 2002) settled the law in the Defendants Exhibit 4 fraudulent bad faith fees

defrauded from the Plaintiff by the Defendant in the amount in some One Million Dollars.

13. Exhibit 4 fraudulent Defendants bad faith legal bills, defrauded by unjust enrichment, some One Million Dollars from the Plaintiff, by the Defendant Garcia v. Teitler, 443 F.3d 202 (2nd Cir. 2006).

14. FAC at paragraph(s) 12, 15, 17, 19 26, 50, 51, 52, 53, 57, charged the Defendant in billing fraud. See: Exhibit 4 Defendant fraudulent bad faith fees issued by the Defendant in order to defraud the Plaintiff.

15. Exhibit 4 the Defendants some One Million Dollars in bad faith fraudulent bills, meets the settled law standard, in Garcia v. Teitler, 443 F.3d 202 (2nd Cir. 2006), fabricated billing, with no mandatory supported time records attached. See: Garcia, 443 F.3d at page 213 heading (b) fraudulent billing. Quoting Sequa Corp. v. GBJ Corp., 156 F.3d 136 (2nd Cir. 1998), under New York Law, assessment of quantum merit legal fees is based on consideration.

16. Exhibit 4 the Defendant some One Million Dollars in fraudulent unsupported bad faith billing, violate(s) the mandatory billing standard, in Garcia v. Teitler, 443 F.3d 202 (2nd Cir. 2006), quoting well settled Second Circuit billing fraud authority. Defendant acted in astonishing bad faith, with having no legal expertise in the billing.

17. This court must Order the Defendants at once, payment to the Plaintiff, restitution et al the Exhibit 4 some One

Million Dollars in the fraudulent bad faith billing.

18. Exhibit 4 attached hereto show(s) the Defendant some One Million Dollars in fabricated fee billing, with no mandatory time sheet factual support by the Defendant to the Plaintiff.

(A) Exhibit 4 had no reasonal value, based on the Defendant, astonishing bad faith fraud, in having no legal expertise, in support of the over One Million Dollars in fee(s), defrauded by the Defendant from the Plaintiff.

(B) Exhibit 4 had no reasonal value in any quatum merit, based on the massive Defendant, contract fraud, in the fraud in the inducement, bad faith.

19. Bennett v. Muskasey, 525 F.3d 222 (2nd Cir. 2008) Headnote (2) attorney client supports this Plaintiff's charge against the Defendant in the Exhibit 4 attached hereto, some One Million Dollars in fee(s) defrauded by the Defendant, from the Plaintiff, in bad faith.

(A) Bennett v. Muskasey, 525 F.3d at page 222, Headnote (2), attorney client fee(s), quotes, the New York Code of Professional Responsibility, Canon, EC2-31, that the Defendant violated, in billing fraud.

(B) Defendant violated the attorney client, fee standard, with the Plaintiff in concealing, by Defendant billing fraud, on the Plaintiff, in Exhibit 4, attached hereto, the mandatory fee time sheet factural support in, Garcia v. Teitler, 443 F.3d at page 213 (2nd Cir. 2006) under (b) the finding of

inadequately supported and fraudulent billing is sufficiently supported.

(C) Garcia v. Teitler, supra shows on point Second Circuit authority, in this Defendants, some One Million Dollars defrauded by fabricated legal fee(s), from the Plaintiff.

U.S. ATTORNEY RESTITUTION PLAINTIFF'S PAYMENT ARE NOW INFRONT OF
THIS COURT IN THE DEFENDANT LEGAL BILLING FRAUD FOR SOME ONE
MILLION DOLLARS IN PAYMENT NOW BY THE DEFENDANT FOR

RESTITUTION CONSIDERATION

20. Well settled restitution law, demands, that the Defendant at once pay over the Government, in the some One Million Dollars of defrauded Plaintiff fee payments to the Defendant. See:

28 U.S.C. 3303 and 3304, 3306 and 3307.

U.S. v. Coluccio, 51 F.3d 548 (2nd Cir. 1995);

U.S. v. Kollintas, 501 F.3d 796 (7th Cir. 2007);

U.S. v. Mays, 430 F.3d 693 (9th Cir. 2005)

Federal Debt Collection Procedure Act, 28 U.S.C. 3001-3023.

21. This court is bound in well settled restitution law, Federal Debt Collections Procedure Act 28 U.S.C. 3001-3023, to at once protect, the Government restitution, defrauded by the Defendant in fabricated, fee bad faith.

(A) The U.S. Attorney, is party in interest, under the Federal Debt Collection Procedure Act, at this time in this action.

(B) The court is bound, to act now with the U.S. Attorney mandatory court notice at this time, in this action.

See: 28 U.S.C. 3303, 3304, 3305, 3306, 3307 and 3308.

22. Exhibit 4 attached hereto evidenced the Defendant bad faith fee billing fraud. See: 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

(A) Exhibit 4 attached hereto evidenced the Defendant fee billing fraud on the following dates:

March 4, 2002

April 5, 2002

NOTE

BILLS ALL IN THE FAC

May 2, 2002 Bill (A)

May 2, 2002 Bill (B)

June 5, 2002

July 2, 2002

August 1, 2002

September 4, 2002

October 7, 2002

December 2, 2002

January 6, 2003

February 10, 2003

March 6, 2003

March 18, 2003

June 16, 2003

February 11, 2004

March 4, 2004

June 8, 2005

GOVERNMENT RESTITUTION HAS NO STATUTE OF LIMITATION UNDER
RESTITUTION JUDGMENT LAW IN THIS DEFENDANT MASSIVE FEE FRAUD
28 U.S.C. 3303, 3304, 3305, 3306 AND 3307

23. Judgment filed in this Plaintiff case are joined in the Defendant bad faith fee fraud.

24. Government Restitution Judgments are joined in, this Defendant participation in the restitution Defendant fee bad faith billing fraud. See: 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

25. Government Restitution Judgment in this case, can not, be defrauded, damaging the Government Restitution, under any kind of time limitation. See: 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

26. Defendant has no authority, to act against the government restitution judgment law in this case. See: 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

27. Defendant defrauded both the government restitution judgment with the proceeds in the Plaintiff's DOJ criminal investigation case. See: 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

28. F. Lee Bailey the high profile attorney, was held in federal detention, under the same kind of fee bad faith fraud, acted out by this Defendant. See 28 U.S.C. 3303, 3304, 3305, 3306 and 3307.

29. United States v. F. Lee Bailey, 175 F.3d 966 (11th Cir.) discerns the attorney Bailey, defrauding the government Defendant

public stock securities, with the use, of the attorney Baily bad faith fraudulent fees, holding of assets belonging to the attorney Baily Defendant for the government.

30. In this motion the Defendant has acted in the same steps as in United States v. Baily, supra.

(A) The Exhibit 4 attached hereto, some One Million Dollars in sham fabricated legal fees, belong to the Government filed Judgment in this Plaintiff action, restitution.

(B) Restitution Judgments, are not subject to any statute of limitations, in depriving the government, of this Defendant Plaintiff One Million Dollar Government restitution collection.

See: 28 U.S.C. 3001 to 3015 Federal Debt Collection Procedure Act with 28 U.S.C. 3303, 3304, 3305, 3306 and 3307. See:

28 U.S.C. 3301 Fraudulent Transfers Involving Debts with 28 U.S.C. 3303, Value For Transfer Of Obligation.

31. 28 U.S.C. 3303 value for transfer or obligation, demands this Defendant, payover to the Government now, the Exhibit 4 attached hereto, some One Million Dollars, in sham bad faith, fabricated legal fee government restitution asset. See: 28 U.S.C. 3304, 3305, 3306 and 3307.

CONCLUSION

This Honorable Court is respectfully requested to order the following:

1. ORDER: The Defendant will Escrow with this Court the

- Exhibit 4 some One million Dollars in Government Restitution Judgment Asset.
2. ORDER: Under Federal Civil Rule 56(a) Plaintiff relief, established that the FAC contract fraud, well settled law are, fraud in the inducement for, Trial.
 3. ORDER: The Defendant Fee Billing are in Violation of the United States Court of Appeals for the Second Circuit, Mandatory Attorney Fee Billing Standard, for this Trial, in Garcia v. Teitler, 443 F.3d 202 (2nd Cir. 2006) at page 213(b) the finding of inadequately supported and fraudulent billing is sufficiently supported.
 4. ORDER: Defendant Federal Civil Rule 11(C)(3) sanctions were violated in the Defendants reckless malice bad faith, Motion to Dismiss this action.

Respectfully submitted,

Dated: March 10, 2010
Fort Dix, New Jersey

By 

Mehdi Gabayzadeh

Pro-se Prisoner Plaintiff

CERTIFICATE OF SERVICE

Mehdi Gabayzadeh, Plaintiff Pro-se, declares and affirms under the penalty of perjury, **28 U.S.C. §1746**, that he did serve the below named Defendant's counsel by Prison Mail, on March 10, 2010, with a copy of **Motion Attached Hereto**.

SERVED ON:

Andrew S. Kowlowitz, Esquire
Furman Kornfeld & Brennan LLP
545 Fifth Avenue - Suite 401
New York, New York 10017

Dated: March 10, 2010

By 
Mehdi Gabayzadeh

EXHIBITS

1. First Amended Complaint Pages 15, 16 and 17.
2. Defendants retainer agreements attached to the First Amended Complaint.
3. February 25, 2002 \$50,000.00 Defendants fraud in the inducement, contract fraud, retainer fee first payment.
4. Fraudulent Defendant billing under well settled Second Circuit Law.

EXHIBIT 1

and 2006, whereby the Plaintiff had DETRIMENTAL RELIANCE under the Brafman contract FALSE statement:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF THIS NATURE.

75. Defendant Brafman is charged with the commission of fraud on his 8 "Exhibit 2" contracts prepared for the Plaintiff stating:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF THIS NATURE.

76. Defendant Brafman "Exhibit 2" MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES OF THIS NATURE false statements, CONCEALS, and MISSTATES, the Brafman history training, that was MANDATORY to service the Plaintiff in :

(1) BANKRUPTCY MAJOR LARGE CORPORATION AUTHORITY EXPERTISE;

(2) FORENSIC, UNITED STATES SECURITIES AND EXCHANGE COMMISSION FINANCIAL STATEMENTS WITH PUBLIC CORPORATION ACCOUNTING EXPERTISE;

(3) UNIFORM COMMERCIAL CODE LARGE CORPORATION SECURED AND UNSECURED FINANCE AND ACCOUNTING EXPERTISE;

(4) UNITED STATES SECURITIES AND EXCHANGE COMMISSION FILING EXPERTISE;

(5) SENIOR SECURED NOTES, PUBLIC AND PRIVATE PLACEMENT, SECURITIES EXPERTISE, UNDER THE SECURITIES ACT OF 1933, WITH THE STATE SECURITIES LAWS, UNDER INSTITUTIONAL BUYERS RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, AND OUTSIDE OF

THE UNITED STATES COMPLIANCE WITH REGULATION 5 OF THE SECURITIES
ACT; EXPERTISE

(6) RULES REGULATIONS LAWS NATIONAL ASSOCIATION
OF SECURITIES DEALERS INC.; EXPERTISE

(7) USE OF PROCEEDS IN SECURITIES OFFERINGS BY
PRIVATE PLACEMENT EXPERTISE;

(8) REGULATORY AUTHORITY FEDERAL AND STATE,
SECURITIES COMMISSION(S), FOR ACCURACY AND ADEQUACY OF PLACED
SECURITIES EXPERTISE;

(9) FORWARD LOOKING STATEMENTS UNDER OFFERING
OF SECURITIES SUCH AS THE EXPERT WORDS, BELIEVES, EXPECTS, MAY,
WILL, SHOULD, SEEKS, APPROXIMATELY, INTENDS, PLANS, ESTIMATES,
ANTICIPATES, EXPERTISE;

(10) EBITDA IN SUMMARY UNAUDITED, AUDITED PROFORMA
COMBINED FINANCIAL DATA, EXPERTISE

(11) FINANCIAL CAPITALIZATION UNDER NICHE MARKET
CONSOLIDATIONS, EXPERTISE;

(12) INDENTURE, INTERESTS, PROPERTY LIENS, VALUE
OF SECURITY COLLATERAL INTEREST, RANKING OF SECURITY VALUES
EXPERTISE.

(13) SUBORDINATION OF EXISTING INDEBTEDNESS,
OUTSTANDING SECURITIES UNDER FEDERAL AND STATE SECURITIES
AUTHORITY RULES, CASE LAW EXPERTISE WITH SOLVENCY AT SUCH TIME
SECURING THE PENDING ATI GUARANTEE(S); EXPERTISE

(14) STANDARD REQUIRED TO INSOLVENCY UNDER FEDERAL
AND STATE ATI SECURITIES LAW, FOR VALUE OF PROPERTY BY FAIR

SALEABLE VALUE UNDER ATI LIABILITY ON EXISTING DEBTS, EXPERTISE,
GUARANTOR QUESTION OF INSOLVENCY; EXPERTISE

(15) FACILITY ATI LASALLE BANK DAILY COLLATERAL
TRANSACTIONS, CONSOLIDATED FINANCIAL STATEMENTS TREATMENT, STANDARD,
PROFORMA FINANCIAL ATI DATA ANALYSIS OF ATI FINANCIAL CONDITION
FROM SET OPERATIONS FINANCIAL POSITION, EXPERTISE, IN SECURED
ATI TRANSACTIONS; EXPERTISE

(16) ATI COVERAGE RATIO LASALLE BANK TRANSACTIONS,
RISK FACTORS, FEDERAL AND STATE SECURITIES LAW, INDENTURE AND
ATI TRUSTEE UNDER THE SECURITIES ACT OF 1933, HOLDERS OF NOTES,
CONVEYANCE CONSIDERATION BY TRANSFER UNDER APPLICABLE LAW, EXPERTISE
FOR INDENTURE. ATI REGISTRATION RIGHTS UNDER THE ATI COLLATERAL
LASALLE CONTRACTS ASSET INDEBTEDNESS SECURED BY ENCUMBERING LIEN
CONTROL; EXPERTISE

(17) RANKING OF ATI SECURITY UNDER DEBT OBLIGATION
ISSUANCE NET CASH PROCEEDS PRIORITY LIEN ON ATI EQUIPMENT PROPERTY
FOR COLLATERAL SECURED TRANSACTIONS UNDER ATI COVENANTS THAT
LIMIT RESTRICTED PAYMENTS FROM PROCEEDS, AGREEMENTS WITH LASALLE
AND J.P. MORGAN CHASE BANK REGISTRATION UNDER FEDERAL AND STATE
SECURITIES OFFERINGS TRANSFER RESTRICTION EXPERTISE.

77. Defendant Brafman CONCEDES that the Plaintiff had the following expert representation in each of the 8 "Exhibit 2" contracts prepared for the Plaintiff under:

MY DEGREE OF EXPERTISE AND EXPERIENCE IN HANDLING CASES
OF THIS NATURE.

78. Defendant Brafman CONCEDES that the Plaintiff was

EXHIBIT 2

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

BENJAMIN BRAFMAN
CHARLES A. ROSS

MARK M. BAKER
OF COUNSEL

JENNIFER A. LIANG
MELINDA SARAFI
ANDREA ZELLAN

February 18, 2002

**VIA FEDERAL EXPRESS
PERSONAL & CONFIDENTIAL**

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

Dear Mr. Gabayzadeh:

You have requested that this firm undertake to represent you in connection with a criminal investigation presently being conducted by the United States Attorney's Office for the Eastern District of New York. To date, no formal criminal charges have been filed against you although you have been characterized as one of the principal "targets" of that investigation. The investigation, relates in part, to various financial relationships maintained by American Tissue Inc., a company that you were formally associated with and The LaSalle Bank.

In return for representation during the pre-indictment stage of the proceedings, you have agreed to pay this firm a retainer of \$100,000.00 against which I will bill you at my hourly rate of \$650.00 per hour for time expended by me in connection with this case, and at the rates of \$450.00, \$375.00 and \$350.00 per hour for time required of any attorney associated with this firm whose assistance may be necessary in order to properly represent you in this inquiry. In addition, you will be billed at the rates of \$125.00 per hour for work performed by any paralegal and/or law clerk whose assistance may be required.

BRAFMAN & ROSS, P.C.

It is understood that the \$100,000.00 retainer, constitutes a minimum fee that this firm requires in matters of this kind, recognizing as I do when setting the minimum fee, the time that will be required, the degree of difficulty of the case, the urgency of the matter, the necessity of declining other work so as to have the time available to properly attend to this matter and my degree of expertise and experience in handling cases of this nature. Accordingly \$100,000.00 is hereby specifically designated as a general minimum fee for assuring our availability to devote an appropriate amount of attention to this matter and to compensate this firm for the possibility of having to defer other work as a result of taking this case. It is thus understood and agreed that no portion of the \$100,000.00 minimum fee is to be returned regardless of the amount of time that is involved in attempting to resolve this matter without criminal prosecution.

I will keep careful track of the time expended by me and the other attorneys associated with this firm in connection with these matters and so advise you by monthly statements of account that will be mailed to you at the above address. In the event this matter is resolved within the time period reflected by the initial retainer, then no additional fees will be incurred in connection with these proceedings. To the extent however, that the time required to properly represent you in these matters exceeds the period covered by the retainer then I will so inform you by monthly statements of account that will be mailed to you at the above address. Any balance due on any such statement is to be paid upon receipt of the statement in question.

It is understood that the fees discussed in this agreement relate to representation of you personally by this law firm. Accordingly, any fees incurred by any other attorneys and/or law firms whose services will be required in order to properly represent you in this and/or other proceedings are to be paid by you directly to those firms and are not to be considered the obligations of this firm. Nor is any part of the retainer discussed herein to be used to pay any fees incurred by any other firm whose assistance may be required in order to properly represent you in this matter. It is my understanding that you have already retained other counsel to represent you in connection with pending bankruptcy proceedings and/or other civil litigations that are either pending or are expected to be filed in the near future. Fees to those firms are to be paid by you and are not the obligations of this firm.

It is also understood that should the services of a private investigator and/or forensic accountant be required in order to properly represent you, any such fees incurred by any investigator and/or forensic accountant are to be paid directly by you, with the understanding that no such additional legal obligations will be incurred on your behalf without your prior approval.

BRAFMAN & ROSS, P.C.

Finally, as we discussed, this retainer agreement will continue in force up until such time as you are formally charged by Indictment or formal Complaint, or a determination is made by the United States Attorney's Office that no criminal prosecution will be forthcoming. In the event that this case is resolved pre-indictment, no portion of the \$100,000.00 retainer will be returned to you.

In the event that formal criminal charges are filed against you, however, a separate retainer agreement will be executed between us when and if necessary should you request that this firm continue to represent you if and when formal charges are filed. At that time, we will provide you with the option of continuing on an hourly basis and/or discuss with you the terms of a flat fee agreement to cover the post-indictment pre-trial period and any trial should one be held. If at that time we agree to change the terms of our fee agreement from an hourly agreement to a flat fee agreement I will apply as a credit against any flat fee, any unused portion of the \$100,000.00 retainer if any credit balance remains at that time. Any modification of our fee agreement however, is to be documented in a separate retainer agreement executed between us if and when it becomes necessary for us to do so.

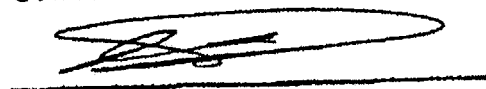
If this letter accurately sets out the terms of our understanding in connection with this matter, please so indicate by signing a copy of this agreement where provided and returning it to me at your very earliest convenience.

Very truly yours,



Benjamin Braffman

SIGNED AND AGREED TO:



MEHDI GABAYZADEH

DATE:

2/15/02

EXHIBIT 3

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

March 4, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

February 1, 2002 - February 28, 2002

AMOUNT

Benjamin Brafman

19 hours at \$650 per hour \$ 12,350.00

Jennifer Liang

44 hours at \$375 per hour \$ 16,500.00

Paralegal

9 hours at \$125 per hour \$ 1,125.00

Saul Bienenfeld

12 hours at \$350 per hour \$ 4,200.00

Disbursements \$ 75.00

Total \$ 34,250.00

→ Payment (2/25/02) (wire transfer) - \$ 50,000.00 ←

TOTAL CREDIT BALANCE \$ 15,750.00

EXHIBIT 4

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

March 4, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

February 1, 2002 - February 28, 2002	<u>AMOUNT</u>
Benjamin Brafman 19 hours at \$650 per hour	\$ 12,350.00
Jennifer Liang 44 hours at \$375 per hour	\$ 16,500.00
Paralegal 9 hours at \$125 per hour	\$ 1,125.00
Saul Bienenfeld 12 hours at \$350 per hour	\$ 4,200.00
Disbursements	<u>\$ 75.00</u>
Total	\$ 34,250.00
Payment (2/25/02) (wire transfer)	-\$ <u>50,000.00</u>
TOTAL CREDIT BALANCE	<u>\$ 15,750.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

April 5, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
 President and Chief Executive Officer
 American Paper Corporation
 300 Rabro Drive
 Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

March 1, 2002 - March 31, 2002

AMOUNT

Benjamin Brafman	
45 hours at \$650 per hour	\$ 29,250.00
Jennifer Liang	
85 hours at \$375 per hour	\$ 31,875.00
Andrea Zellan	
10 hours at \$375 per hour	\$ 3,750.00
Paralegal	
22 hours at \$125 per hour	\$ 2,750.00
Mark Baker	
6 hours at \$450 per hour	\$ 2,700.00
Disbursements	<u>\$ 275.00</u>
Total	\$70,600.00
CREDIT BALANCE FORWARD	<u>\$ 15,750.00</u>
Balance	\$ 54,850.00
Payment (3/5/02)	<u>-\$ 50,000.00</u>
TOTAL BALANCE DUE	<u>\$ 4,850.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

FROM: Benjamin Brafman

TO: Mehdi Gabayzadeh

RE: **FEES**

DATE: May 2, 2002

FOR PROFESSIONAL SERVICES RENDERED:

Brafman & Ross, P.C.

Balance Forward	\$4,850.00
Current	<u>\$75,250.00</u>
Total	\$80,100.00

Kaplan & Katzberg

Current	<u>\$1,150.00</u>
---------	-------------------

**TOTAL TO BE WIRED TO
Brafman & Ross Special Account**

\$81,250.00

“A”

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

May 2, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

April 1, 2002 - April 30, 2002	<u>AMOUNT</u>
Benjamin Brafman 52 ½ hours at \$650 per hour	\$ 34,125.00
Mark Baker 9 hours at \$450 per hour	\$ 4,050.00
Jennifer Liang 94 hours at \$375 per hour	\$ 35,250.00
Paralegal 12 hours at \$125 per hour	\$ 1,500.00
Disbursements	<u>\$ 325.00</u>
Total	\$ 75,250.00
BALANCE FORWARD	<u>\$ 4,850.00</u>
TOTAL BALANCE DUE	<u>\$ 80,100.00</u>

“B”

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

June 5, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

	<u>AMOUNT</u>
May 1, 2002 - May 31, 2002	
Benjamin Brafman 40 hours at \$650 per hour	\$ 26,000.00
Mark Baker 6 hours at \$500 per hour	\$ 3,000.00
Jennifer Liang 65 hours at \$375 per hour	\$ 24,375.00
Paralegal 12 hours at \$125 per hour	\$ 1,500.00
Disbursements	<u>\$ 575.00</u>
Total	\$ 55,450.00
TOTAL BALANCE DUE	<u>\$ 55,450.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

July 2, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

June 1, 2002 - June 30, 2002

AMOUNT

Benjamin Brafman
58 hours at \$650 per hour \$ 37,700.00

Mark Baker
4 hours at \$500 per hour \$ 2,000.00

Jennifer Liang
79 hours at \$375 per hour \$ 29,625.00

Paralegal
6 hours at \$125 per hour \$ 750.00

Disbursements
(including Chicago trip airfare, hotel & local transportation) \$ 3,154.45

Total \$ 73,229.45

BALANCE FORWARD \$ 55,450.00

TOTAL BALANCE DUE \$ 128,679.45

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

August 1, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

	<u>AMOUNT</u>
July 1, 2002 - July 31, 2002	
Benjamin Brafman 24 hours at \$650 per hour	\$ 15,600.00
Jennifer Liang 60 hours at \$375 per hour	\$ 22,500.00
Legal Assistant 28 hours at \$125 per hour	\$ 3,500.00
Disbursements	<u>\$ 345.00</u>
Total	\$ 41,945.00
BALANCE FORWARD	<u>\$ 128,679.45</u>
Balance	\$ 170,624.45
Payments (7/12/02) {partial wire transfer}	-\$ 18,674.53
(7/17/02) {partial wire transfer}	<u>-\$ 25,000.00</u>
TOTAL BALANCE DUE	<u>\$ 126,949.92</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

September 4, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

August 1, 2002 - August 31, 2002

AMOUNT

Benjamin Brafman	
31 hours at \$650 per hour	\$ 20,150.00
Jennifer Liang	
64 hours at \$375 per hour	\$ 24,000.00
Legal Assistant	
42 hours at \$125 per hour	\$ 5,250.00
Disbursements	<u>\$ 350.00</u>
Total	\$ 49,750.00
BALANCE FORWARD	<u>\$ 126,949.92</u>
Balance	\$ 176,699.92
Payments (8/12/02)	-\$ 26,131.94
(8/29/02)	<u>-\$ 41,945.00</u>
TOTAL BALANCE DUE	<u>\$ 108,622.98</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

October 7, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

September 1, 2002 - September 30, 2002	<u>AMOUNT</u>
Benjamin Brafman 34 hours at \$650 per hour	\$ 22,100.00
Jennifer Liang 46 hours at \$375 per hour	\$ 17,250.00
Saul Bienenfeld 6 hours at \$275 per hour	\$ 1,650.00
Disbursements	<u>\$ 145.00</u>
Total	\$ 41,145.00
BALANCE FORWARD	<u>\$ 108,622.98</u>
Balance	\$ 149,767.98
Payment	<u>-\$ 108,622.98</u>
TOTAL BALANCE DUE	<u>\$ 41,145.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

December 2, 2002

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

November 1, 2002 - November 30, 2002

AMOUNT

Benjamin Brafman 16 hours at \$650 per hour	\$ 10,400.00
Jennifer Liang 18 hours at \$375 per hour	\$ 6,750.00
Saul Bienenfeld 16 hours at \$275 per hour	\$ 4,400.00
Disbursements	<u>\$ 45.00</u>
Total	\$ 21,595.00
BALANCE FORWARD	<u>\$ 108,315.00</u>
Balance	\$ 129,910.00
Payment	<u>-\$ 41,145.00</u>
TOTAL BALANCE DUE	<u>\$ 88,765.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

January 6, 2003

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

December 1, 2002 - December 31, 2002

AMOUNT

Benjamin Braffman
19 hours at \$650 per hour **\$12,350.00**

Jennifer Liang
18 hours at \$375 per hour **\$6750.00**

Disbursements **\$275.00**

Total **\$ 19,375.00**

BALANCE FORWARD **\$ 88,765.00**

TOTAL BALANCE DUE \$108,140.00

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

February 10, 2003

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

	<u>AMOUNT</u>
January 1, 2003 - January 31, 2003	
Benjamin Brafman 27 hours at \$650 per hour	\$17,550.00
Jennifer Liang 21 hours at \$375 per hour	\$7,875.00
Disbursements	<u>\$175.00</u>
TOTAL	\$25,600.00
BALANCE FORWARD	<u>\$108,140.00</u>
BALANCE	\$133,740.00
Payment	<u>-\$109,000.00</u>
TOTAL BALANCE DUE	<u>\$24,740.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

March 6, 2003

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

February 1, 2003 - February 28, 2003

AMOUNT

Benjamin Brafman	\$ 28,275.00
43 ½ hours at \$650 per hour	
Jennifer Liang	\$ 29,250.00
78 hours at \$375 per hour	
Paralegal Hours	\$ 1,375.00
11 hours at \$125 per hour	
Disbursements	<u>\$ 1,144.00</u>
TOTAL	\$ 60,044.00
Balance Forward	<u>\$ 24,740.00</u>
BALANCE	\$ 84,784.00
Fee Returned to Berger-Singerman	<u>\$ 45,000.00</u>
TOTAL BALANCE DUE	<u><u>\$ 129,784.00</u></u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

March 18, 2003

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
 President and Chief Executive Officer
 American Paper Corporation
 300 Rabro Drive
 Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

March 1, 2003 - March 17, 2003

AMOUNT

Benjamin Brafman	\$40,625.00
62½ hours at \$650 per hour	
Jennifer Liang	\$27,750.00
74 hours at \$375 per hour	
Andrea Zellan	\$17,250.00
46 hours at \$375 per hour	
Paralegal Hours	\$3,875.00
31 hours at \$125 per hour	

Disbursements:

Donald Waskover, Esq.	
Legal Fees and New Jersey Mortgage Filing Costs	\$4,480.00

Oregon Deposition Costs	
Transcript	\$458.00
Transcript	\$114.30
Transportation, Lodging, Local Travel, Misc.	\$1,259.00

Miscellaneous Expenses

Car Service Costs Re: Bail	
Proceedings Central Islip; Messengers;	
Federal Express; Photocopies; etc	\$844.00

TOTAL	\$96,655.30
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Balance Carried Forward	\$129,784.00
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BALANCE	\$226,439.30
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Payment (Wire 3/18/03)	\$64,740.00
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TOTAL BALANCE DUE	\$161,699.30
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BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3908

June 16, 2003

PERSONAL AND CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

AMOUNT

Revised Pre-trial
Fee Agreement \$500,000.00

PAYMENT DUE
(On or before June 30, 2003) \$100,000.00

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

767 THIRD AVENUE

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

February 11, 2004

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

Trial Fee	\$500,000.00
Payment	-\$50,000.00
.....	<u>-\$50,000.00</u>
BALANCE DUE	<u>\$400,000.00</u>

BRAFMAN & ROSS, P.C.

ATTORNEYS AT LAW

"767 THIRD AVENUE"

26TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE: (212) 750-7800

FACSIMILE: (212) 750-3906

March 4, 2004

PERSONAL & CONFIDENTIAL

Mr. Mehdi Gabayzadeh
President and Chief Executive Officer
American Paper Corporation
300 Rabro Drive
Hauppauge, New York 11788

FOR PROFESSIONAL SERVICES RENDERED:

Balance Forward	
Pre-trial Fee	\$400,000.00
Disbursements	<u>\$115.00</u>
TOTAL	\$400,115.00
Payment (3/1/04)	<u>-\$50,000.00</u>
BALANCE DUE	<u>\$350,115.00</u>

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BRAFMAN ROSS

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BRAFMAN & ASSOCIATES, P.C.

ATTORNEYS AT LAW
767 THIRD AVENUE
26TH FLOOR
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 750-7800
FACSIMILE: (212) 750-3906

June 8, 2005

PERSONAL & CONFIDENTIAL

Mr. Joseph Neissany
41 West 33rd Street
Bayonne, New Jersey 07002

FOR PROFESSIONAL SERVICES RENDERED:

AMOUNT

May 1, 2005 - May 31, 2005

As per retainer agreement,
payment due June 10, 2005 \$100,000.00

TOTAL BALANCE DUE \$100,000.00

Please make all checks payable to Brafman & Associates not Brafman & Ross.

cc: John Gabayzadeh [Via Telefax 516-706-2352]